

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2000, by and between the City of Lincoln hereinafter referred to as the “the City,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County.”

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing wellness and safety services to their employees; and

WHEREAS, the County and the City agree that it is mutually beneficial to contract with each other in an effort to best utilize the resources and expertise so as to more efficiently achieve wellness and safety services; and

WHEREAS, the City will provide wellness and safety services for the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from the last date of execution until terminated on the basis of the non-appropriation of sufficient funds for the Wellness and Safety Program or otherwise terminated by either party pursuant to paragraph 10 herein.

2) Purpose. The purpose of this agreement is to provide the County with Wellness and Safety Services as provided in Attachment A, attached hereto and hereby incorporated by this reference.

3) Responsibilities.

A. The County will pay the City One Thousand Seven Hundred Sixteen Dollars and Sixty-Six Cents (\$1,716.66) for the services outlined in Attachment A.

B. The City shall be responsible for providing the County with Wellness and Safety Services as provided in Attachment A.

4) Compensation. The estimated total cost of the services for wellness is \$5,150 during fiscal year 2000-2001. The County will be responsible for One Third of that amount which is \$1,716.66. The County will be responsible for one-third of the cost of wellness services in subsequent fiscal years. The actual cost of training, printing or material costs and staff time for safety services shall be billed to the County on a monthly basis. The County will pay for items billed monthly within thirty days of receipt of request for payment or object in writing to deny items which are not properly payable. The billing will reflect an itemization of all costs.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County for any reason whatsoever and employees of the County shall not be deemed to be employees of the City for any reason whatsoever.

6) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.

7) Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement, that result in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

8) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

9) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against a bidder because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

10) Termination. This Agreement may be terminated at any time by either party giving the other party written notice of its intention to terminate the agreement including the proposed

date of termination, which shall be not less than thirty (30) days from the date of delivery of such notice.

11) Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED this ____ day of _____, 2000.

APPROVED AS TO FORM
this ____ day of
_____, 2000.

BY: _____

TITLE: _____

Assistant City Attorney

EXECUTED this ____ day of _____, 2000.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of
_____, 2000.

Dep. County Attorney
GARY E. LACEY
County Attorney

